

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

EMHART INDUSTRIES, INC.)

Plaintiff,)

v.)

C.A. No. 02-53S

HOME INSURANCE COMPANY,)
INSURANCE COMPANY OF NORTH)
AMERICA, LIBERTY MUTUAL INSURANCE)
COMPANY, NORTH RIVER INSURANCE)
COMPANY, ONEBEACON AMERICA)
INSURANCE COMPANY and UNITED)
STATES FIRE INSURANCE COMPANY)

Defendants.)

JURY VERDICT FORM

1. Did Metro-Atlantic expect or intend to cause property damage from dioxin contamination?

YES or NO: No.

If your answer is YES, do not answer any other Questions.

If your answer is NO, proceed to Question 2.

2. With respect to the Century Primary, Century Excess, and OneBeacon policies, was dioxin contamination discoverable in the exercise of reasonable diligence during the policy periods?

YES or NO: No.

If your answer is YES, proceed to Question 3.

If your answer is NO, do not answer Question 3; instead, proceed directly to Question 4.

3. With respect to the Century Excess policy, does the exclusion in endorsement 6 bar coverage for property damage from dioxin contamination?

YES or NO: _____

Proceed to Question 4.

4. With respect to the North River policy, did dioxin contamination cause actual property damage at the site during the policy period?

YES or NO: Yes.

If your answer is YES, proceed to Question 5.

If your answer is NO, do not answer Question 5.

5. With respect to the North River Policy, does the pollution exclusion bar coverage?

YES or NO: Yes.

END.

Signature of Foreperson _____

Date: October 19, 2006